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1 M. Kramer

2 IN THE UNITED STATES DISTRICT COURT

3 FOR THE NORTHERN DISTRICT OF ILLINOIS

4 EASTERN DIVISION

5 In re:)Chapter 11
6 UAL CORPORATION, et al.,)Case No. 02-B-48191
Debtors.)Jointly Administered
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7

8 Thursday, May 5, 2005
9 9:42 a.m.

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11 Deposition of MICHAEL A. KRAMER,
12 held at the offices of Sonnenschein, Nath
& Rosenthal, LLP, 1221 Avenue of the
13 Americas, New York, New York 10020,
pursuant to Notice, before Otis Davis, a
14 Notary Public of the State of New York.

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2 projections from the company?

3 A. Yes.

4 Q. When was the last time you saw
5 projections from the company, of their operating
6 costs?

7 A. The Gershwin 5.0-F plan.

8 Q. Doesn't this declaration refer to
9 Gershwin 5.0-F?

10 A. Yes.

11 Q. So you relied on the Gershwin plan?

12 A. Yes.

13 Q. In making this declaration?

14 A. Yes.

15 Q. So is it fair to say then based on
16 Gershwin 5.0-F that you still believe that the
17 company could exit bankruptcy and maintain at
18 least one plan, namely, the flight attendants',
19 consistent with your declaration?

20 A. All else being equal, if they still
21 operate the 5.0-F and fuel prices are the same
22 and all the assumptions are the same, yeah, I
23 stand by the declaration.

24 Q. I don't want to get hung up on this
25 fuel price thing but is your declaration

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2 lunch. I've got a little bit more to do,
3 and I am going to try to arrange a phone
4 call with the Court.

5 MR. KASSOF: Can you spell out the
6 exact issues you are going to be raising
7 with the Court.

8 MR. FLESSNER: Yes, I will. I just
9 need to put it together here and I will
10 have it for you.

11 (One-hour luncheon break taken.)

12 A F T E R N O O N S E S S I O N

13 (Time noted: 1:52 p.m.)

14 M I C H A E L K R A M E R, resumed and
15 testified as follows:

16 EXAMINATION BY (Cont'd.)

17 MR. FLESSNER:

18 Q. Mike, you are still under oath,
19 right?

20 A. Yes.

21 Q. You understand that?

22 A. Yes.

23 Q. What changed between December of '04
24 when you signed your affidavit, your
25 declaration, and now that leads the PBGC to

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2 conclude that the AFA pension plan should be
3 terminated?

4 MR. FINKE: Objection to the form of
5 the question.

6 A. I think what has changed in terms of
7 the overall situation is there is a negotiated
8 settlement that has been reached between the
9 PBGC and the company with respect to all the
10 issues between the two, that the PBGC is
11 comfortable and which it believes is acceptable
12 to enter into.

13 Q. So absent the settlement, it would
14 still be the PBGC's position that the flight
15 attendants' plan should not be terminated?

16 MR. FINKE: Objection to the form of
17 the question.

18 Q. Which was your recommendation,
19 correct?

20 A. Well, I don't think I made a
21 recommendation. I said under my affidavit, or
22 declaration, I said that if you utilize the same
23 mathematics or analysis that the company used,
24 it showed that you could meet those credit
25 ratios.

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C E R T I F I C A T E

STATE OF NEW YORK)
:
: ss.
COUNTY OF NASSAU)

I, OTIS DAVIS, a Notary Public
within and for the State of New York, do
hereby certify:

That MICHAEL A. KRAMER, the witness
whose deposition is hereinbefore set
forth, was duly sworn by me and that such
deposition is a true record of the
testimony given by the witness.

I further certify that I am not
related to any of the parties to this
action by blood or marriage, and that I
am in no way interested in the outcome of
this matter.

IN WITNESS WHEREOF, I have hereunto
set my hand this 6th day of May 2005.

OTIS DAVIS